

DE 12-266

Robert Gardiner, Pres.  
Damariscotta Hardware, Inc.  
423 Main Street  
Damariscotta, ME 04574

Debra Howland  
Executive Director & Secretary  
Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429



Re: Class II REC Application

Dear Mrs. Howland,

Please accept our enclosed application for customer-sited renewable energy recs. Our solar system is a 69.4 KW photo-voltaic system.

If there are any further question please feel free to contact me.

Sincerely,

  
Robert Gardiner, Pres.

Damariscotta Hardware, Inc.  
423 Main Street  
Damariscotta, ME 04574  
207-563-3428 office  
207-563-2233 fax

DISPATCHED

**FOR CUSTOMER-SITED RENEWABLE ENERGY SOURCE ELIGIBILITY**  
**Pursuant to New Hampshire Admin. Code Puc 2500 Rules**

NOTE: When completing this application electronically, using the "tab" key after completing each answer will move the cursor to the next blank to be filled in. If a question is not applicable to your facility, then check the box next to N/A.

- Page 1 of 4

- (2) 353 Wingood Road
- (3) \_\_\_\_\_
- Windsor ME 4363  
(City) (State) (Zip Code)
9. Telephone number: 207-485-0155
10. Facsimile number: \_\_\_\_\_
11. Email address: crummett1982@gmail.com
12. Equipment  
vendor's Name: Maine Energy Performance Solutions
13. Business Address: (1) 598 Augusta Road
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- Washington ME 4574  
(City) (State) (Zip Code)
14. Telephone number: 207-845-2364
15. Facsimile number: 207-845-2372
16. Email address: meps@mepsenergy.com
17. Independent Monitor's  
Name: Tom Kelly
18. Business Address: (1) Natural Capital, LLC
- (2) 2 Suncook Terrace #36
- (3) \_\_\_\_\_
- Merrimack NH 3054  
(City) (State) (Zip Code)
19. Telephone number: 603-546-5816
20. Facsimile number: \_\_\_\_\_

- 
21. Email address: tom@natural-llc.com
- 
22. The ISO-New England asset identification number, if applicable: \_\_\_\_\_ or N/A: ☐
23. The GIS facility code, if applicable: 15052 or N/A: ☐
24. If Class I, please identify type of source below:  
☐ solar hot water heating, ☐ wind generation and/or ☐ other generation \_\_\_\_\_  
If other type of generation, provide a description. (Attach as "Exhibit A")
25. A list and description of the equipment used at the facility, including the meter and, if applicable, the inverter (Attach as "Exhibit B")
26. A copy of the interconnection agreement pursuant to Puc 307.06, if applicable, between the applicant and the distribution utility. (Attach as "Exhibit C" or N/A ☒)
27. A signed attestation by the owner/applicant that the project is installed and operating in conformance with any applicable building codes. (Attach as "Exhibit D" or N/A ☒)
28. For an installation with electric output, documentation of the applicable distribution utility's approval of the installation. (Attach as "Exhibit E" or N/A ☒)
29. This application and all future correspondence should be sent to:  
Ms. Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 S. Fruit St, Suite 10  
Concord, NH 03301-2429

30. Preparer's Information:

Name: Steven Bowers

Title: Partner, Maine Energy Performance Solutions

Address: (1) 598 Augusta Road

(2) \_\_\_\_\_

(3) \_\_\_\_\_

Washington

ME

4574

(City)

(State)

(Zip Code)

Preparer's Signature: \_\_\_\_\_

Date: 8-16-12

I attest that this project has been installed and is operating in conformance with any applicable building and electrical codes:

Owner's Signature: \_\_\_\_\_

Date: 8/22/12

Title: \_\_\_\_\_

Robert Gardiner, Pres., Damariscotta Hardware, Ir

## **Exhibit B: Equipment Used.**

- 1. 302 Photovoltaic modules, BP 3230T, Maximum power, 230W**
  - a. Module efficiency 13.8%,**
  - b. Tolerance -3/+5%**
- 2. 302 Enphase microinverters, M215, Peak efficiency 95.5%**
- 3. Enphase Envoy Communications Gateway and Enlighten Monitoring**
- 4. Energytracking Generation Meter WEM-MX**



## Web Enabled Meter (WEM-MX)

**Energy Tracking** is a pioneer in applying the Internet to energy metering. Our WEM-MX IP-meter uses the latest advances in technology to deliver unrivaled benefits.

Besides tracking peak demand (kW) and energy consumption (kWh), this advanced meter integrates many important features and provides enhanced functionality.

Its open system design facilitates world-wide deployment to populate applications with real time data based on accurate measurements. This electric meter is designed to meet requirements for data on demand from multiple users. Traditional meters focus only on single user applications at fixed time intervals.

It is the right solution in today's complex energy markets combining low cost, high accuracy, minimum cost of communications with real time data access and reporting.

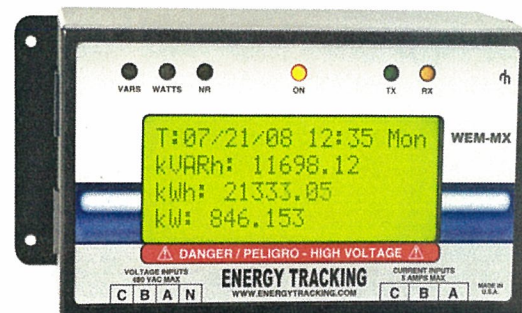
This sophisticated meter combines elements of simplicity, is highly functional and reduces overall ownership costs. Since most facilities already have an existing network, the cost of communication is virtually none.

## Applications

- Energy Management
- Sub Metering – **EPACT** 2005 Compliant
- Remote Meter Reading
- Billing & Energy Usage Analysis
- Real Time Measurement & Reporting
- Demand Response & Load Curtailment
- Backup Generator Monitoring
- Voltage Regulation Monitoring

## Accuracy

- $\pm 0.2\%$  at unity power factor
- $\pm 0.5\%$  at 0.5 power factor



## Features

- kW, kWh, kVARh, voltage, current, power factor, VA, frequency.
- kWh & kVARh (Delivered, Received, Sum, Net - Instantaneous).
- Load Profile: kWh & kVARh (delivered and received).
- Configurable load profile logging interval from 5 to 60 minutes.
- Internet connectivity via dynamic IP or static IP address.
- Email notification with cc: option, data transfer via ftp, web server.
- FTP client - send load profile, demand and consumption summary details.
- XML/SOAP Web Service client.
- SNTP for time synchronization.
- Log-in to web server is authenticated.
- Programmable demand (kW) threshold sends email when exceeded.
- Reporting of peak demand, consumption and previous month energy usage.
- Reports load profile via email /ftp.
- Reports include total kWh, last interval's kW, voltage, current, power factor values by phase and frequency.
- Mail and ftp reports can be setup to be sent every 5 minutes or daily.
- Open Protocols XML, HTTP, SMTP, SNTP, FTP, DHCP, DNS, SOAP.

## Load Profile and Peak Demand

This advanced meter measures peak demand (kW) with a date and time stamp informing you when the peak occurred. It also records and stores interval data usage (load profile) on user defined intervals (5 to 60 minutes). This helps identify where, when and how much energy was used. It can also store energy consumption by time-of-use (TOU) allowing users to match energy use to utility tariffs and calculate mid-month bill estimates.

Using this smart meter to mimic utility demand meters, TOU meters or load profile meters enables sub-metering, energy management and other applications such as demand reduction.

## Versatile Communications

Open protocol communication features sending data over the local Ethernet/Internet using file transfer protocol (ftp), email or via an board web server. Users can get data anywhere and anytime via email. Using existing, or local area network connections, avoids telephone modems and lowers communication costs.

## Customize applications to your needs

Energy Tracking's Internet enabled solid state ANSI C12.20 meter and its leading edge software applications can be simply configured to match your needs.

For pulse metering applications, the web enabled pulse logger will meet your needs to integrate gas, oil and steam usage and works with the Energy Tracking's software.

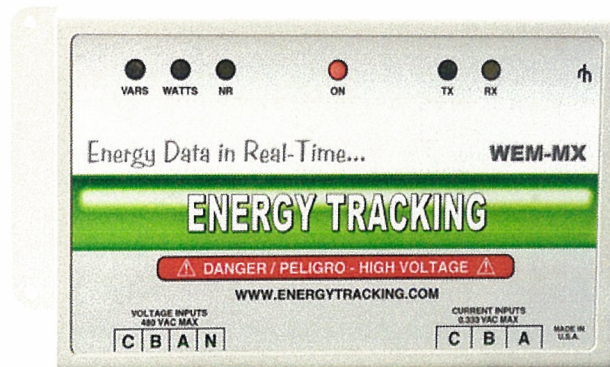


## Extended Features

- Li-ion battery backup.
- Power outage and restore notification via email.
- Integrate gas, oil, steam etc. monitoring with our web enabled pulse logger - WEPM.
- Generator Monitoring (optional).
- ROHS Compliant for Europe.

## Benefits

- Better management of energy usage.
- Get details about the amount and timing of your energy use, so you can adjust accordingly and save money.
- Improve operating strategies to control load and reduce waste.
- Understand and improve consumption patterns.
- Measure energy savings from energy efficiency modifications.
- Highlight anomalies in energy usage.
- Improve purchasing strategies.
- Compare costs between competing suppliers.
- Secure a better pricing from the retail energy markets.



16 Southwind Drive  
Flanders, NJ 07836  
Phone: 973.448.8660  
E-mail: [sales@energytracking.com](mailto:sales@energytracking.com)  
Web Site: [www.energytracking.com](http://www.energytracking.com)



DS-WEM-MX-0309



The Enphase Energy Microinverter System improves energy harvest, increases reliability, and dramatically simplifies design, installation and management of solar power systems.

The Enphase System includes the microinverter, the Envoy Communications Gateway, and Enlighten, Enphase's monitoring and analysis software.

**PRODUCTIVE**

- Maximum energy production
- Resilient to dust, debris and shading
- Performance monitoring per module

**RELIABLE**

- System availability greater than 99.8%
- No single point of system failure

**SMART**

- Quick and simple design, installation and management
- 24/7 monitoring and analysis

**SAFE**

- Low voltage DC
- Reduced fire risk



# M215 — MICROINVERTER TECHNICAL DATA

Input Data (DC)		M215-60-2LL-S22/S23 and M215-60-2LL-S22-NA/S23-NA (Ontario)	
Recommended input power (STC)	190 - 260W		
Maximum input DC voltage	45V		
Peak power tracking voltage	22V - 36V		
Operating range	16V - 36V		
Min./Max. start voltage	22V/45V		
Max. DC short circuit current	15A		
Max. input current	10.5A		
Output Data (AC)		@208 Vac	@240 Vac
Maximum output power	215W	215W	
Nominal output current	1.0A (arms at nominal duration)	0.9A (arms at nominal duration)	
Nominal voltage/range	208V/183-229V	240V/211-264V	
Extended voltage/range	208V/179-232V	240V/206-269V	
Nominal frequency/range	60.0/59.3-60.5 Hz	60.0/59.3-60.5 Hz	
Extended frequency range	60.0/59.2-60.6 Hz	60.0/59.2-60.6 Hz	
Power Factor	>0.95	>0.95	
Maximum units per 20A branch circuit	25 (three phase)	17 (single phase)	
Maximum output fault current	1.05 Arms, over 3 cycles; 25.2 Apeak, 1.74ms duration		
Efficiency			
CEC weighted efficiency			96.0%
Peak inverter efficiency			96.3%
Static MPPT efficiency (weighted, reference EN50530)			99.6%
Dynamic MPPT efficiency (fast irradiation changes, reference EN50530)			99.3%
Night time power consumption			46mW
Mechanical Data			
Ambient temperature range	-40°C to + 65°C		
Operating temperature range (internal)	-40°C to + 85°C		
Dimensions (WxHxD)	17.3 cm x 16.4 cm x 2.5 cm (6.8" x 6.45" x 1.0")*		
Weight	1.6 kg (3.5 lbs)		
Cooling	Natural convection - No fans		
Enclosure environmental rating	Outdoor - NEMA 6		
* without mounting bracket			
Features			
Compatibility	Pairs with most 60-cell PV modules		
Communication	Power line		
Warranty	25-year limited warranty		
Monitoring	Free lifetime monitoring via Enlighten software		
Compliance	UL1741/IEEE1547, FCC Part 15 Class B		
	CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01		

Enphase Energy, Inc.

201 1st Street

Petaluma, CA 94952

Phone: 877-797-4743

Fax: 707-763-0784

[info@enphaseenergy.com](mailto:info@enphaseenergy.com)

<http://www.enphase.com>

142-00010 Rev 03

## 230W Photovoltaic module

# BP 3230T

10 4087US-2 01/10



BP Solar has been manufacturing solar wafers, cells and modules for more than 35 years. This experience shows that the best way to optimize module life and electrical energy production is to attend to every detail in the design and manufacture of our products, our process controls and testing methods. BP Solar's latest generation of 60 cell, Polycrystalline T Series solar modules offers the following benefits:



### Long lasting, innovative frame design

The aluminum frame has a rounded profile for better handling comfort and is optimized for use with anti-theft bolts to increase security.



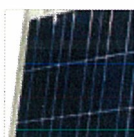
### Flexible mounting and reduced soiling losses

Increased distance between cells and frame, and an enhanced design to push the laminate to the front, ensures that dirt accumulation will not shadow cells, even in landscape mounting, thus maximizing energy production.



### Improved reliability with effective cooling

IntegraBus™ technology ensures reliable cable management while positioning the bypass diodes and junction box away from the cells for cooler operation and greater energy production.



### Environmentally responsible

Lead free soldering and interconnections, halogen free cables complete with latching MC4 connectors and minimal packaging waste.

### Enhanced warranty offer

BP Solar launches an industry leading warranty offer, with lower degradation rates on our modules manufactured beginning January 1st, 2010. Our internal testing standards that go well beyond international requirements back this innovative offer.

## 230W Photovoltaic module

# BP 3230T



### Electrical characteristics

	<sup>(1)</sup> STC 1000W/m <sup>2</sup>	<sup>(2)</sup> NOCT 800W/m <sup>2</sup>
Maximum power (P <sub>max</sub> )	230W	165.6W
Voltage at P <sub>max</sub> (V <sub>mpp</sub> )	29.1V	25.9V
Current at P <sub>max</sub> (I <sub>mpp</sub> )	7.90A	6.32A
Short circuit current (I <sub>sc</sub> )	8.40A	6.80A
Open circuit voltage (V <sub>oc</sub> )	36.7V	33.4V
Module efficiency	13.8%	
Tolerance	-3/+5%	
Nominal voltage	20V	
Efficiency reduction at 200W/m <sup>2</sup>	<5% reduction (efficiency 13.1%)	
Limiting reverse current	8.40A	
Temperature coefficient of I <sub>sc</sub>	(0.065±0.015)%/C	
Temperature coefficient of V <sub>oc</sub>	-(0.36±0.05)%/C	
Temperature coefficient of P <sub>max</sub>	-(0.5±0.05)%/C	
<sup>(3)</sup> NOCT	47±2°C	
Maximum series fuse rating	20A	
Application class (according to IEC 61730 2007)	Class A	
Maximum system voltage (U.S. NEC rating)	600V (U.S. NEC rating), 1000V (IEC 61730 2007)	

1 Values at Standard Test Conditions (STC): 1000W/m<sup>2</sup> irradiance, AM1.5 solar spectrum and 25°C module temperature

2 Values at 800W/m<sup>2</sup> irradiance, Nominal Operation Cell Temperature (NOCT) and AM1.5 solar spectrum

3 Nominal Operation Cell Temperature: Module operation temperature at 800W/m<sup>2</sup> irradiance, 20°C air temperature, 1m/s wind speed

All solar modules are individually tested prior to shipment, an allowance is made within our factory measurement to account for the typical power degradation (LID effect) which occurs during the first few days of deployment

### Mechanical characteristics

Solar cells	60 polycrystalline 6" silicon cells (156x156mm) in series
Front cover	High transmission 3.2mm (1/8th in) glass
Encapsulant	EVA
Back cover	White polyester
Frame	Silver anodized aluminum (Universal II)
Diodes	IntegraBus™ with 6 Schottky diodes
Junction box	Potted (IP 67); certified to meet UL 1703 flammability test
Output cables	4mm <sup>2</sup> cable with latching MC4 connectors Asymmetrical cable lengths: (-)1250mm (49.21in) / (+)800mm (31.50in)
Dimensions	1667x1000x50mm / 65.6x39.4x2.0in
Weight	19.4kg / 42.8lbs

All dimensional tolerances within ±0.1% unless otherwise stated

### Warranty

- Free from defects in materials and workmanship for 5 years
- 93% power output over 12 years
- 85% power output over 25 years

### Certification

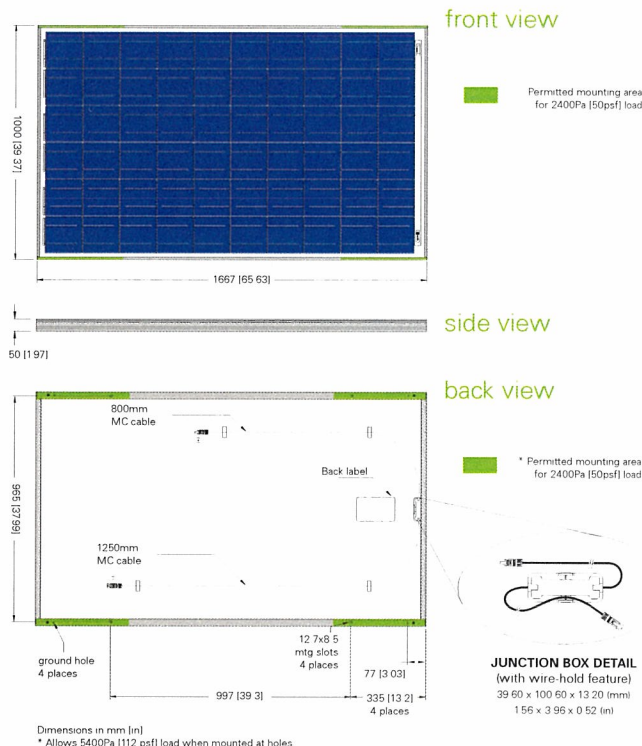
Certified according to the extended version of the IEC 61215:2005 (Crystalline silicon terrestrial photovoltaic modules - Design qualification and type approval)

Certified according to IEC 61730-1 and IEC 61730-2. (Photovoltaic module safety qualification, requirements for construction and testing)

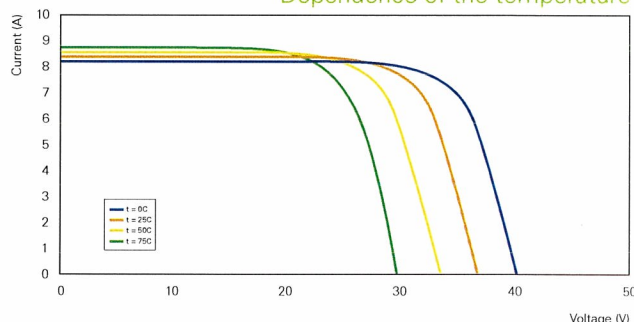
Listed to UL 1703 Standard for Safety by Intertek ETL (Class C fire rating)

Manufactured in ISO 9001 and ISO 14001 certified factories

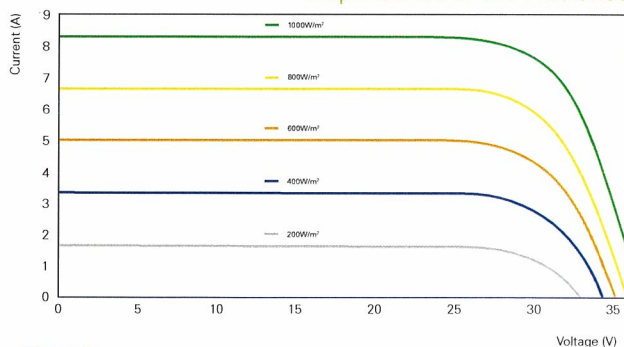
Module electrical measurements are calibrated to World radiometric reference via third party international laboratories



### Dependence of the temperature



### Dependence of the irradiance



### Contact:

Your BP Solar partner

Find more information in: [www.bpsolar.com](http://www.bpsolar.com)

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**Exhibit C:**

**INTERCONNECTION AGREEMENT**

**AND**

**Net Energy Billing Agreement**

## **Level 2 Interconnection Agreement**

This Agreement is made and entered into this 13<sup>th</sup> day of September, 2010 by and between Damariscotta Hardware, ("Interconnection Customer") located at 423 Main Highway, Damariscotta, Maine, and Central Maine Power Company, a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, existing under the laws of the State of Maine, ("T & D Utility"). Interconnection Customer and T & D Utility each may be referred to as a "Party," or collectively as the "Parties."

### **Recitals:**

**Whereas**, Interconnection Customer is proposing to develop a Small Generator Facility, consisting of a 69.23 kW photovoltaic generator, consistent with the Interconnection Request completed by Interconnection Customer on August 4, 2010; and

**Whereas**, Interconnection Customer desires to interconnect the Small Generator Facility with T & D Utility's Electric Distribution System.

**Now, therefore**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

### **Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved Level 2, Level 3, and Level 4 Interconnection Requests according to the procedures set forth in the Standard Small Generator Interconnection Rule.
- 1.2 This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, T & D Utility's Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between T & D Utility and the Interconnection Customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the T & D Utility tariff, the T & D Utility tariff shall control.
- 1.5 Responsibilities of the Parties
  - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, and Operating Requirements.
  - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generator Facility, and construct, operate, and maintain its Interconnection Equipment in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement.
  - 1.5.3 T & D Utility shall construct, own, operate, and maintain its Electric Distribution System and Interconnection Facilities in accordance with this Agreement.

- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed the National Electrical Code, the American National Standards Institute, IEEE, Underwriters Laboratories, and any other Operating Requirements.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Exhibits to this Agreement and shall do so in a manner as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other party
- 1.5.6 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling.
- 1.6 Parallel Operation Obligations Once the Small Generator Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generator Facility, copies of which are provided as an Exhibit [ ] to this Agreement.
- 1.7 Reactive Power  
The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling at a power factor within the range of 0.95 leading to 0.95 lagging.

## **Article 2. Inspection, Testing, Authorization, and Right of Access**

- 2.1 Equipment Testing and Inspection  
The Interconnection Customer shall test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection, and in accordance with IEEE 1547 Standards.
- 2.2 Certificate of Completion  
Prior to commencing parallel operation, the Interconnection Customer shall provide T & D Utility with a Certificate of Completion in the form of Attachment 6 of the Interconnection Forms and Agreements. The Certificate of Completion must either be signed by an electrical inspector with the authority to approve the interconnection or be accompanied by the electrical inspector's own form authorizing interconnection of the Small Generation Facility.
- 2.3 Parallel Operation Obligations  
The Interconnection Customer shall abide by all permissible written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generation Facility. In the event of conflicting provisions the Interconnection Procedures shall take precedence over the T & D Utility's rule or procedure. Copies of the Utilities rules and procedures for parallel operation are either provided as an Exhibit to this Agreement or an Exhibit that provides a reference to a website where copies of the rule or procedure is maintained.

**2.4 Right of Access**

At reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its Customers.

**Article 3. Effective Date, Term, Termination, and Disconnection**

**3.1 Effective Date**

This Agreement shall become effective upon execution by the Parties.

**3.2 Term of Agreement**

This Agreement shall become effective on the Effective Date and shall remain in effect perpetually, unless terminated earlier in accordance with Article 3.3 of this Agreement.

**3.3 Termination**

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving T & D Utility 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 6.6.

3.3.3 Upon termination of this Agreement, the Small Generator Facility will be disconnected from T & D Utility's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article shall survive termination or expiration of this Agreement.

**3.4 Temporary Disconnection**

The T & D Utility may temporarily disconnect the Small Generator Facility from its Electric Distribution System for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

**3.4.1 Emergency Conditions**

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of T & D Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Electric Distribution System, T & D Utility's Interconnection Facilities or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment. Under Emergency Conditions, T & D Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. T & D Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The

Interconnection Customer shall notify T & D Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect T & D Utility's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

**3.4.2 Routine Maintenance, Construction, and Repair**

T & D Utility may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from T & D Utility's Electric Distribution System when necessary for routine maintenance, construction, and repairs on T & D Utility's Electric Distribution System. T & D Utility shall provide the Interconnection Customer with five Business Days notice prior to such interruption. T & D Utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

**3.4.3 Forced Outages**

During any forced outage, T & D Utility may suspend interconnection service to effect immediate repairs on T & D Utility's Electric Distribution System. T & D Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, T & D Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

**3.4.4 Adverse Operating Effects**

T & D Utility shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on Good Utility Practice, the T & D Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other Customers served from the same electric system, or if operating the Small Generator Facility could cause damage to T & D Utility's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. T & D Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the T & D Utility's written notice supporting the decision to disconnect, unless Emergency Conditions exist in which case the provisions of Article 3.4.1 apply.

**3.4.5 Modification of the Small Generator Facility**

The Interconnection Customer must receive written authorization from T & D Utility before making any change to the Small Generator Facility that may have a material impact on the safety or reliability of the Electric Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without T & D Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generator Facility.

**3.4.6 Reconnection**

The Parties shall cooperate with each other to restore the Small Generator

Facility, Interconnection Facilities, and T & D Utility 's Electric Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

**Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

**4.1 Interconnection Facilities**

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in the Exhibits to this Agreement. If a Facilities Study was performed, T & D Utility shall identify its Interconnection Facilities necessary to safely interconnect the Small Generator Facility with T & D Utility's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.
- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) operating, maintaining, repairing, and replacing T & D Utility's Interconnection Facilities as set forth in the Exhibits to this Agreement.

**4.2 Distribution Upgrades**

T & D Utility shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

**Article 5. Billing, Payment, Milestones, and Financial Security**

**5.1 Billing and Payment Procedures and Final Accounting**

- 5.1.1 T & D Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of T & D Utility provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in the Exhibits to this Agreement, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.
- 5.1.2 Within ninety (90) calendar days of completing the construction and installation of T & D Utility 's Interconnection Facilities and Distribution Upgrades described in the Exhibits to this Agreement, T & D Utility shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation. (2) the Interconnection Customer's previous deposit and aggregate payments to T & D Utility for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, T & D Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to T & D Utility within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, T & D Utility shall refund to the Interconnection Customer an amount equal to the

difference within thirty (30) calendar days of the final accounting report.

**5.2 Interconnection Customer Deposit**

At least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of T & D Utility's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide T & D Utility with a deposit equal to 50 percent of the cost estimated for its Interconnection Facilities prior to its beginning design of such facilities.

**Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

**6.1 Assignment**

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. When required, consent to assignment shall not be unreasonably withheld; provided that:

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of T & D Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility;

6.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

**6.2 Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

**6.3 Indemnity**

6.3.1 This provision protects each Party from liability incurred to third Parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third Parties, arising out of or resulting from the indemnified Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 6.3.3 If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 6.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 6.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 6.4 **Consequential Damages**  
Neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 6.5 **Force Majeure**
  - 6.5.1 As used in this Article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."
  - 6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible.

**6.6 Default**

- 6.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 6.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 6.6.2 If a Default is not cured as provided for in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

**Article 7. Insurance**

The Interconnection Customer may be required by the T & D Utility to carry liability insurance for its interconnection subject to the restrictions and limitations found in Maine Public Utility Commission Rule Ch. 324 §12(F). To the extent T & D Utility requires liability insurance, its requirements for the Interconnecting Customer and any required documentation of coverage shall be included herewith under Exhibit ( ).

**Article 8. Dispute Resolution (see provisions in the Maine Public Utility Commission's Standard Small Generator Interconnection Rules)**

**Article 9. Miscellaneous**

- 9.1 **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Maine, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 9.2 **Amendment**  
The Parties may amend this Agreement by a written instrument duly executed by both Parties.
- 9.3 **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

**9.4 Waiver**

- 9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from T & D Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

**9.5 Entire Agreement**

This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

**9.6 Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**9.7 No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**9.8 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

**9.9 Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

**9.10 Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall T & D Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

**Article 10. Notices**

**10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Interconnection Customer:**

Damariscotta Hardware  
c/o Rob Gardiner  
423 Main Street  
Damariscotta, ME 04543  
Phone: 207-563-3428

**If to T & D Utility:**

Central Maine Power Company  
Attention: Carol A. Purinton, Project Manager  
83 Edison Drive  
Augusta, ME 04336  
Phone: 207-623-7356  
Fax: 207-623-7380

**With Copy to:**

Legal Department  
Central Maine Power Company  
83 Edison Drive  
Augusta, ME 04336  
Phone: 207-621-6546  
Fax: 207-621-6538

10.2.1 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

**If to Interconnection Customer:**

Damariscotta Hardware  
c/o Rob Gardiner  
423 Main Street  
Damariscotta, ME 04543  
Phone: 207-563-3428

**If to T & D Utility:**

Central Maine Power Company  
Attention: Carol A. Purinton, Project Manager  
83 Edison Drive  
Augusta, ME 04336  
Phone: 207-623-7356  
Fax: 207-623-7380

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

**If to Interconnection Customer:**

Damariscotta Hardware  
c/o Rob Gardiner  
423 Main Street  
Damariscotta, ME 04543  
Phone: 207-563-3428

**If to T & D Utility:**

Central Maine Power Company  
Attention: Carol A. Purinton, Project Manager  
83 Edison Drive  
Augusta, ME 04336  
Phone: 207-623-7356  
Fax: 207-623-7380

**Article 11. Signatures**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

**For the Transmission Provider: Central Maine Power Company**

Name:  Date: 9/14/2010  
Eric N. Stinneford

Title: Vice-President Controller, Treasurer & Clerk

**For the Interconnection Customer: Damariscotta Hardware**

Name: Elwyn G. Hildan Date: 9-11-10

Title: VP/Treasurer

**Exhibits (if any):** \_\_\_\_\_

CUSTOMER NET ENERGY BILLING AGREEMENT  
(Facilities of 660 Kilowatts or Less)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

DAMARISCOTTA HARDWARE

DATED

September 13, 2010

CENTRAL MAINE POWER COMPANY  
CUSTOMER NET ENERGY BILLING AGREEMENT

INDEX

	<u>Page</u>
ARTICLE I: DEFINITIONS .....	1
ARTICLE II: QUALIFICATIONS .....	3
ARTICLE III: TERM.....	3
ARTICLE IV: NET ENERGY BILLING .....	3
ARTICLE V: INTERCONNECTED OPERATION .....	4
ARTICLE VI: METERING .....	4
ARTICLE VII: ACCESS .....	5
ARTICLE VIII: BILLING ADJUSTMENTS .....	5
ARTICLE IX: GOVERNMENTAL AUTHORIZATIONS.....	5
ARTICLE X: ASSIGNMENT .....	5
ARTICLE XI: BREACH; TERMINATION.....	6
ARTICLE XII: WAIVER .....	6
ARTICLE XIII: MODIFICATION .....	6
ARTICLE XIV: APPLICABLE LAWS .....	6
ARTICLE XV: INTEGRATION.....	6
ARTICLE XVI: SEVERABILITY .....	7
ARTICLE XVII: CAPTIONS .....	7

CENTRAL MAINE POWER COMPANY  
CUSTOMER NET ENERGY BILLING AGREEMENT

Qualifying Facility of 660 KW or Less

Project Name: Damariscotta Hardware

This AGREEMENT, entered into as of the 13<sup>th</sup> day of September, 2010 is between Central Maine Power Company (the "Company"), a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, and Damariscotta Hardware (the "Customer") located at 423 Main Highway, Damariscotta, Maine.

WHEREAS, Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing arrangement with customers who meet the qualification and use standards of Chapter 313; and

WHEREAS, the Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy billing with the Customer as described in Chapter 313;

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE I: DEFINITIONS**

The following terms shall have the following meanings under this Agreement:

"Billing Period" is the period of time (approximately thirty (30) days) between the recording of metered energy delivered to and received from the Facility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Credits" are the number of kilowatt-hours by which Out Energy has exceeded In Energy during any Billing Period.

"Excess Usage" is the quantity expressed in kilowatt-hours determined by subtracting Unused Credits from Net In Energy. If Unused Credits exceed Net In Energy, Excess Usage is equal to zero (0).

"Facility" is all of the Customer's generating plant and equipment, including the Customer's 69.23 kW photovoltaic generator located at 423 Main Highway, Damariscotta, Maine, as more fully identified in the Interconnection Agreement between the Company and the Customer.

"In Energy" is the kilowatt-hours delivered to the Facility from the Company's system as measured by the In Meter(s) during the Billing Period.

"In Meter(s)" are the metering equipment used to measure the kilowatt-hours that flow from the Company's system to the Facility.

"Net Energy" is the difference between the kilowatt-hours delivered by the Company to the Customer and the kilowatt-hours delivered from the Facility to the Company over the same time period and determined as if measured by a single meter capable of registering the flow of electricity in two directions.

"Net Energy Billing" is a billing and metering practice under which the Customer is billed on the basis of Net Energy over a Billing Period taking into account accumulated Credits from previous Billing Periods.

"Net Out Energy" is the quantity expressed in kilowatt-hours determined by subtracting In Energy from Out Energy. If In Energy exceeds Out Energy, then Net Out Energy is zero (0).

"Net In Energy" is the quantity expressed in kilowatt-hours determined by subtracting Out Energy from In Energy. If Out Energy exceeds In Energy, then Net In Energy is zero (0).

"Out Energy" is the kilowatt-hours delivered to the Company's system from the Facility as measured by the Out Meter(s) during the Billing Period.

"Out Meter(s)" are the metering equipment used to measure the kilowatt-hours delivered from the Facility to the Company's system.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"Unused Credits" are Credits that, in accordance with this Agreement, remained when Excess Usage was determined for any Billing Period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

## **ARTICLE II: QUALIFICATIONS**

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (C), (ii) have an installed capacity of 660 kW or less, (iii) be located on or in the vicinity of the Customer's premises and (iv) be used primarily to offset part or all of the Customer's own electricity requirements.

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

## **ARTICLE III: TERM**

The term of this Agreement shall commence on September 13, 2010 and shall continue on a month-to-month basis unless terminated pursuant to the terms hereof.

## **ARTICLE IV: NET ENERGY BILLING**

The following methodology will be utilized by the Company in determining Customer's payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or performing any netting for this separate generation service bill.

### **A. Excess Generation**

If during a Billing Period, Net Out Energy is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) Net In Energy (i.e., kilowatt-hour usage) will equal zero (0) and (ii) Unused Credits are increased by the value of Credits, determined for that Billing Period, and that increased value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

### **B. Excess Usage**

If during a Billing Period, Net In Energy is greater than zero (0), then Excess Usage for that Billing Period will be calculated. If Excess Usage is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage will equal the value of Excess Usage and (ii) Unused Credits are equal to zero (0). If Excess Usage is equal to zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage is equal to zero (0) and (ii) Unused Credits are reduced by the value of Net In Energy, determined for that Billing Period, and that reduced value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

#### C. Unused Credits

At the end of each 12-month period, after the Credits have been considered in accordance with Paragraph (A) Excess Generation and Paragraph (B) Excess Usage, any unused kilowatt-hour Credits associated with the oldest month in the 12-month period will be eliminated and will not be applied against any kilowatt-hour usage. The Customer will receive no compensation for these unused and eliminated kilowatt-hour Credits.

#### D. Charges

Net Energy Billing only applies to kilowatt-hour usage charges. Any other charges that are applicable to the Customer and that are recovered by the Company other than through kilowatt-hour usage charges will be collected by the Company and are the responsibility of the Customer. For example, the Customer is responsible for all other charges, which are applicable and recovered by the Company either through fixed amounts or units other than kilowatt-hours.

### ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in net energy billing with the Customers. It **does not** authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customers **may not operate** the Facility in parallel with the Company's system until the Company provides you with written notification specifically stating that all of the requirements for interconnection have been satisfied.

### ARTICLE VI: METERING

The Company will install metering equipment as necessary 1) to accomplish the billing as described in Article IV: Net Energy Billing of this Agreement and 2) to collect the applicable State of Maine sales tax on the In Energy. The Customer will bear the cost of metering equipment that would be necessary but for Customer's generating equipment. The Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy. The Company will own, maintain, and read the metering equipment.

If the Out Meters are not at the same voltage as the Point of Delivery, the metered energy quantities shall be adjusted to the delivery voltage as provided in the Terms and Conditions § 12.8 of the Company's Electric Rate Schedule, as may be amended from time to time, filed with and accepted by the Commission.

## **ARTICLE VII: ACCESS**

The Customer shall permit representatives of the Company to access the Facility at all reasonable times.

## **ARTICLE VIII: BILLING ADJUSTMENTS**

In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer will work together to correct the billing.

## **ARTICLE IX: GOVERNMENTAL AUTHORIZATIONS**

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

## **ARTICLE X: ASSIGNMENT**

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party, which consent shall not be unreasonably withheld. All assignees, pledgees or transferees shall assume all obligations of the party assigning the Agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer deliver its energy from the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have entered into a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

## **ARTICLE XI: BREACH; TERMINATION**

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other party or in the event of any proceedings by or against either party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement.

Either party may terminate this Agreement at any time by providing the other party with sixty (60) days prior written notice.

If the Customer increases the capability or the capacity of the Facility to exceed 660 kW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods, the Company may terminate this Agreement.

## **ARTICLE XII: WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

## **ARTICLE XIII: MODIFICATION**

No modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

## **ARTICLE XIV: APPLICABLE LAWS**

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

## **ARTICLE XV: INTEGRATION**

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

## ARTICLE XVI: SEVERABILITY

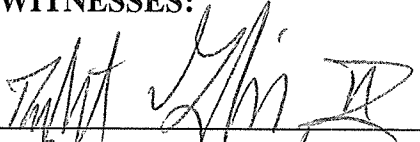
The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

## ARTICLE XVII: CAPTIONS


All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, all as of the day and year first above written.

### WITNESSES:


  
Robert Gardiner II

### DAMARISCOTTA HARDWARE

By:   
Its: VP/Treasurer

### CENTRAL MAINE POWER COMPANY

  
Rhonda C. Gallapic

By:   
Eric N. Stinneford  
Its: Vice President – Controller, Treasurer  
& Clerk